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care to protect a passenger from an assault upon him by another passenger.

[Ed. Note.—For the cases in point, see vol. 9, Cent. Dig. Carriers, §§ 1125-1127.]

CRANES NEST COAL & COKE CO. *v.* VIRGINIA IRON, COAL
& COKE CO.

Sept. 13, 1906.

[54 S. E. 884.]

1. **Mines and Minerals—Leases—Construction.**—Where an agreement amending a lease of a mine provided that the lessor should have the right at any time or times to designate not exceeding three haulways for the lessor's use to transport coal from the lessor's adjoining mine, and imposed on the lessee the duty at all times of maintaining and supplying such haulways with proper ventilation and air courses during the term of the lease, in consideration for which the lessor agreed to pay the lessee a proper compensation, and the original lease gave the lessor the right to require all entries to be kept open for future use, the amendatory agreement contemplated the present use by the lessor of the three haulways to be designated, and did not suspend its right to use such haulways until after their use had been discontinued by the lessee.

2. **Same—Reasonable Use.**—Where a contract between the lessor and lessee of a mine provided that the lessor should have the right to use certain designated haulways through the leased mine, the limitation that the use of the haulways should not injuriously interfere with the operations of the lessee did not impair the lessor's right to the reasonable use of such haulways, but was effective only to protect the lessee against the lessor's abuse of such right.

3. **Same.**—Where a lease of a mine prohibited excavations within 60 feet of the dividing line between the leased property and an adjoining mine operated by the lessor, but a subsequent supplementary agreement gave the lessor the right to use certain designated haulways through the leased premises, the driving of cross-entries over the dividing line between the properties by the lessor so as to make its right to use such haulways available did not constitute a violation of the 60-foot covenant nor of Code 1904, § 2570, forbidding excavations in any mine or shaft within five feet of the dividing line of other property without the written consent of the owner of the adjoining land.

4. **Same—Incidental Rights.**—The right of the lessor of a mine to bring coal from adjoining land to the haulways on the demised premises was an essential incident to the right to transport the coal along such connecting haulways conferred by a supplementary agreement.

5. **Contracts—Construction.**—Where a written contract is unequivocal, its meaning must be determined by its contents alone.